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THIS IS A DRAFT  
NOT FOR CIRCULATION

AGREEMENT - THE BLACK HORSE PIKE REGIONAL  
BOARD OF EDUCATION AND THE BLACK HORSE  
PIKE EDUCATION ASSOCIATION

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District hereinafter called the "board" and the Black Horse Pike Education Association hereinafter called the "association";

WHEREAS, the board has an obligation pursuant to Chapter 303, Public Laws of 1968 to negotiate with the association as the representatives of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

IN CONSIDERATION of the mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board having determined that the association is supported by a majority of the teachers in the unit consisting of all certificated personnel, but excluding the Superintendent, the Board Secretary, the Administrative Assistant, Principals, Vice-Principals, Director of Vocational Education and Supervisory Staff hereby recognizes the association as the exclusive negotiating agent for said certificated personnel.

The Board and Association pledge to bargain in good faith in an effort to secure mutually acceptable agreements as a result of negotiations on terms and conditions of employment.

1970-72

## ARTICLE II - NEGOTIATIONS

A. Proposals for a successor agreement will be submitted by the association in writing to the Superintendent and discussed with him on or before October 5th. After submittal of the association's proposals, the board, or its representatives will meet with the association for the purpose of receiving clarification and explanation of proposals, on or before October 15th. Negotiations will commence on or before November 5th. Any counter-proposal the board wishes to make prior to the first negotiating session shall be served on the association President, in writing, by October 25th.

B. Upon reasonable request by the association, the board agrees to make known to the association when and where the association may inspect such documents as the board is required by law to release and make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board Minutes and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey shall fall within the definition of public records for the purpose of this agreement.

C. The parties in the course of negotiations shall select their own representatives. The parties mutually pledge their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals and do all that is necessary and proper for bona fide negotiations; provided, however, that it is understood that no action binding the board can be taken other than at a public

meeting pursuant to a formal vote.

D. The Board agrees that proposed new rules or modification of existing governing working conditions shall be negotiated with the association before they are established.

### ARTICLE III - TEACHERS' CONSULTATIVE PARTICIPATION PLAN

#### A. Membership

The Council shall consist of fifteen members, who shall include:

Two principals, to be selected by the Superintendent

One other administrator, not a member of negotiations,  
selected by the Superintendent

Two department supervisors, to be selected by the principals

Six classroom teachers, four of whom shall be on tenure,  
to be selected by the Association

One guidance department supervisor, to be selected by the  
principals

One job coordinator, to be selected by the Association

One librarian, to be selected by the Association

One president, or his representative, of the Association

#### B. Chairman

Chairman of the Council shall be elected by the Council at the first meeting of the Council during each school year. The President of the Association, or his representative, shall convene and chair the first meeting of the Council and the first order of business will be the election of a chairman. Each year thereafter the outgoing chairman shall convene the first meeting no later than October 15th.

C. Membership to all committees would be for a term of two years.

Replacements to the committee will be for the unexpired term.

D. Term of membership of the committee will run from June 1st to May 31st.

E. The Council shall receive proposals from teachers and administrators for review and study. Council shall make recommendations regarding the proposals. Council may make proposals or initiate studies on its own. It may recommend changes in existing policies and/or regulations, or recommend new policies and/or regulations affecting instruction, provided, however, that neither participation by members of the administration nor consideration by the Board of Education of the council's recommendations on matters not defined as "terms and conditions of employment" within the meaning of Chapter 303, Pl. 1968 shall prejudice the positions of either the board or the association regarding the negotiability of these matters.

F. Operating Procedures

1. Council shall determine its own rules of order.

2. Council proposals and recommendations shall be transmitted to the Superintendent of Schools. They shall be made in writing and be accompanied by relevant justification and supporting data.

3. The Superintendent shall review proposals and recommendations submitted by the Council and shall respond in writing to the Council within ten (10) school days after receipt of Council recommendations and proposals, stating what action he intends to take regarding said proposals and recommendations. If the Superintendent cannot accept

said proposals and recommendations, or has suggestions for modification, he shall meet with the Council within fifteen (15) school days after he returns his report to Council to discuss his objections. If no agreement is reached between the Council and the Superintendent, Council may request a meeting with the Board for the purpose of discussing the matter or matters at issue. The Board will meet with the Council and if no agreement is reached, the Board's decision on the matter or matters at issue shall be final. This shall not preclude Council from reconsidering and again presenting the matter to the Superintendent and the Board during a future school year.

4. In the case of council proposals and recommendations made to the Superintendent, upon which he may take administrative action, and with which he is in agreement, such proposals and recommendations shall be included in the Superintendent's reports to the Board along with a description of the administrative action taken.

5. Council proposals and recommendations for Board action with which the Superintendent is in agreement, shall be recommended by him to the Board and shall include all supporting data and communications.

6. Disputes arising between the Council and the Board or the Superintendent over the extent to which a policy or administrative decision was made with due prior consideration given to proposals or recommendations of Council shall be reviewed by a Fact-Finder designated by the Board and the Association. If the parties cannot

come to agreement upon a mutually satisfactory Fact-Finder within ten (10) school days after receipt of the written notice from the Association to the Board requesting Fact-Finding for this specific purpose, the American Arbitration Association will be requested to designate a Fact-Finder.

All costs and expenses incurred by the Fact-Finder shall be borne equally by the Board and the Association. The Board and the Association will bear the entire cost incurred by each in behalf of their position.

Council Proposals and recommendations and Superintendent or Board actions upon these proposals shall not be a matter for review, nor shall the fact-finder add to, subtract from, change or modify any portion of the structure herein provided.

#### ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the board is forbidden to waive any rights or powers granted it by law.

B. Association officers and committees will not perform Association business during assigned school hours nor will Association meetings be conducted on school premises without authorization by the appropriate administrative officer. Association business and meetings may be conducted during lunch periods or unassigned periods but such activities will not, under any circumstances, interfere with normally scheduled classes. Posters or announcements pertinent to Association affairs will not be posted on bulletin boards or in any area accessible to the public

or the students unless such have first been approved by the appropriate administrative officer. The Association shall have free access to communicate with its membership through the free use of teacher mailboxes.

C. The Association agrees to reimburse the Board for the actual cost of school district supplies used for Association business.

#### ARTICLE V - GRIEVANCE PROCEDURE

##### Section A -- Definitions

1. A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or practice governing or affecting employees in the unit, or (3) by an administrative decision affecting the employee which is inconsistent with established Board policy or provisions of the agreement; except that the term "grievance" shall not apply to any matter as to which: (1) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education and State Board of Education having the force and effect of law, (2) the Board of Education is without authority to act, (3) a complaint of a non-tenure teacher which arises by reason of his not being reemployed, or (4) a complaint by any certificated personnel occasioned by lack of appointment

to or lack of retention in any position for which tenure is either not possible or not required.

2. An "aggrieved person" is a person or persons having the same grievance.

#### Section B -- Purpose

1. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his immediate superior and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement and that the Association, at the request of the aggrieved, is given the opportunity to be present at the discussions and to state its views.

#### Section C -- Procedure

1. Grievances shall be processed with all due speed.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by June 30th of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved, the time limits set forth herein may, by mutual agreement between the Board and the Association, be reduced so that the grievance procedure may be exhausted prior to the end of the school year as defined above or as soon thereafter as is practicable.

#### Section D -- Level One

A teacher with a grievance shall first discuss it with his



immediate superior in an attempt to resolve the matter informally at the level. If this informal discussion does not resolve the matter, the employee shall present his complaint, in writing, to his immediate superior, and this complaint shall make known full details of his grievance. The complaint shall specify:

- a. the nature of the grievance.
- b. the nature and extent of any injury, loss or inconvenience.
- c. the results of previous, informal discussions.
- d. his dissatisfaction with decisions previously rendered.

His immediate superior shall communicate a decision to the employee in writing within five school days of receipt of the written grievance.

#### Section E -- Level Two

In the event of an unfavorable decision to the employee, he may appeal the decision to his building principal. A complete file shall be transmitted by the administration at each stage of the proceedings. The building principal shall render a written decision within five school days of receiving the complaint.

#### Section F -- Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five school days after presentation of the grievance at Level Two, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within

five school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the superintendent of schools. A complete file of actions and decisions of the PR&R Committee shall be submitted to the Superintendent. The PR&R Committee may determine not to support the complaint of the aggrieved and may recommend that the grievance be dropped. In such event, the PR&R Committee shall notify the building principal, in writing, of this action and the matter shall be considered dropped.

#### Section G -- Level Four

The Superintendent shall meet with the aggrieved and the PR&R Committee (as well as the immediate superior and principal if the Superintendent so desires) within five school days of request. The Superintendent shall submit a written decision to the aggrieved and the PR&R Committee within ten school days of the request.

#### Section H -- Level Five

If the aggrieved is dissatisfied with the decision of the Superintendent, he may appeal to the Board of Education. He shall submit to the Board Secretary a request, in writing, that the Board hear the matter. The President shall determine the site of the meeting and whether to schedule the appeal for an executive session at the next regular meeting or at an executive session of a special meeting, either of such meetings to be no later than three weeks

after the date of the receipt of the written request. The employee, the PR&R Committee, the building principal and the Superintendent shall attend. The Board shall review the case and render a written decision within one month from the date of the receipt of the written request.

1. If the employee is dissatisfied with the decision of the Board of Education, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.

Such request can be honored only if the aggrieved and the organization representing him waive the right, if any, in writing of said aggrieved and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.

2. The following procedure will be used to secure the services of an arbitrator:

a. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

c. If the parties are unable to determine, within ten school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

3. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding on both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and decisions. This shall be accomplished within 30 days of the completion of the arbitration hearings. If the arbitrator finds for the aggrieved, the Board will meet within ten days to act on the arbitrator's findings.

4. Costs.

a. Each party shall bear the total cost incurred by themselves.

b. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

c. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute for not more than one employee per day. Such employee shall suffer no loss of salary.

Section J -- General

1. All time limits must be adhered to (unless a change is

mutually agreeable to all parties). If such time limits are not adhered to by the Board or administration, the aggrieved may, upon notification to the PR&R Committee, initiate action to the next step in this procedure. If the aggrieved or the PR&R Committee fails to adhere to such time limits, the grievance shall be considered withdrawn.

2. All reports and/or appeals must be in writing.

3. The aggrieved and/or his representative shall have the right to be present at all hearings or meetings at any level in the grievance procedure, except those of the administrative staff which have not been called specifically to discuss the grievance.

4. Reports of this procedure shall be filed in the superintendent's office.

5. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its alleged occurrence or from the time when the aggrieved could reasonably have known of its occurrence.

#### ARTICLE VI - DURATION

1. This Agreement shall be effective from September 1, 1970 to June 30, 1972. All benefits hereunder to be retro-active to September 1, 1970.

2. The employer and the Association for the life of this agreement each waives the rights and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to

or covered in this agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

#### ARTICLE VII - INSURANCE COVERAGE

A. The Board shall provide health care insurance protection for each employee in the bargaining unit. Such insurance shall be Public and School Employees Health Benefits Program.

B. The Board will pay the full cost of coverage for each employee in the bargaining unit during 1970-71; commencing in 1971-72, the Board will also assume the cost of full family protection where appropriate providing that at least 51 percent of the members of said unit participate in the health care insurance plan provided by the Board. During 1970-71 dependent cost shall be borne by the employee.

C. In the event that an employee chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation.

D. The Board agrees to request the insurance carrier to provide for each teacher a description of the health care insurance coverage provided under this Article.

#### ARTICLE VIII - SICK LEAVE

1. Commencing on September 1st of each school year, teachers employed in the school district shall be entitled to ten sick leave days for each school year as of the first official day of school. Unused sick leave shall accumulate from year to year with no maximum limit. If any teacher is absent three consecutive school

days, a doctor's certificate concerning the illness shall be presented upon request to the Superintendent. The teacher shall notify the principal, or principal's representative, of anticipated absence due to the illness as early as possible but not later than 7:00 a.m. the morning of the absence. When possible, notification should be made prior to 10:30 p.m. the evening preceding the absence. Such notification is also required the day prior to taking any approved leave pursuant to Article IX.

2. Upon the hiring of a teacher previously employed by the Board, all accumulated unused sick leave shall be restored to the teacher immediately upon his return to the district; provided, however, that such accumulated unused sick leave shall only be reinstated to a maximum of 30 days.

#### ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of the school year, teachers shall be entitled to the following non-accumulative leaves of absence with full pay each school year. All requests for such absence must be submitted through the office of the principal to the Superintendent for approval:

(1) Up to two days for personal leave. Application for personal leave shall be made at least three school days before taking such leave except in emergencies. Such application shall be made on a form attached hereto as Schedule C, entitled "Application for Leave Pursuant to Article IX-A.1". The applicant shall certify, as required by the form, that the request for leave is for the purpose indicated thereon and that the obligation cannot be reasonably met except during school hours. Except where the word "other" is the indicated

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reason, no further explanation need be given. Where "other" is indicated, a satisfactory statement of reasons shall be given. In all cases where additional explanation is required pursuant to this Article, a determination to grant the request shall be at the discretion of the Administration and subject finally to the grievance procedure of this agreement. No personal leave may be granted in the "other" category when the request for leave falls only before or after a holiday. Requests for personal leave for the purpose of taking religious holy days may be made by the Association only during the formulation of the school calendar.

Unused personal leave shall be accumulative as sick leave each year to the extent not used, provided, however, that in the case of non-tenure teachers, the accumulation shall not be available for use until the teacher attains tenure.

(2) Up to two days for the purpose of visiting other schools or attending meetings, clinics or conferences of an educational nature if requested to do so by or with prior approval of the principal or Superintendent of both schools involved.

(3) Up to three days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, or sister-in-law. Teachers shall be granted up to one day in the event of a teacher's relative outside of the immediate family as defined above. Where additional absence due to death is required because of emotional disability, such absence shall be charged to accumulated and authorized sick leave upon request.



(4) Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this agreement, the determination what constitutes 'temporary active duty' shall be made by the Board in its discretion. In no event shall the term apply to service rendered by an individual beyond his initial military obligation as required by federal statute. A teacher absent on account of military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A:4-4.

(5) Other leaves of absence with pay may be granted by the Board at its discretion.

(6) Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled, except for emotional disability leave as described in sub-section (3).

B. In the event of the death of a teacher in this district or of a student in this district, the superintendent, in his discretion, shall determine the extent of representation on behalf of the board to attend services. Nothing herein contained shall prohibit the use of personal leave days on behalf of teachers who wish to attend services in appropriate circumstances.

#### ARTICLE X - EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to one tenure teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to one year shall

be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for a period of said induction or initial enlistment.

D. A tenure teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective three months prior to the anticipated date of birth of the child and shall terminate twenty-four months after the beginning of such leave, except in the cases of still-birth, in which case the teacher may elect to return to her position at an earlier date. Upon recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

E. A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board shall grant a leave of absence without pay to any teacher to serve in an elected or appointed office for the term to which public office the teacher was elected or appointed, re-elected or reappointed.

G. Other leaves of absence without pay may be granted by the Board at its discretion.

H. 1. Upon return from leave granted pursuant to Section A, B, or C of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted pursuant to Section D, E, F, or G of this Article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if vacant.

I. All extensions or renewals of leaves shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least sixty days before the beginning date of such extension or renewal.

#### ARTICLE XI - SABBATICAL LEAVES

A. The Superintendent shall make his recommendation to the Board upon his determination of the qualification of applicants which determination shall be solely at his discretion. The relevant factors in the determination shall include the nature of the proposed

leave, the area of the teacher's specialization, the needs of the school district, and the length of the teacher's service in the district.

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one (1) per one-hundred (100) teachers or majority fraction thereof at any one time.

2. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be prescribed by the superintendent, no later than November 1, and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested; provided however that applications for sabbatical leave for 1971-72 shall not be due until December 23, 1970 and shall be acted on prior to February 1, 1971.

3. The teacher has completed at least seven (7) full school years of service in the Black Horse Pike Regional School District.

4. A teacher on sabbatical leave shall be paid by the Board at 50 per cent for a full year of leave at the salary rate which he would have received if he had remained on active duty if said leave is for study and at the same percent if for travel or other reason.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

6. It shall be the teacher's responsibility to teach under

contract one (1) full year after returning from sabbatical leave.

7. The teacher shall waive the "service increment" for any period of time spent on sabbatical leave.

#### ARTICLE XII - SALARY

A. Salaries of all teachers covered by this Agreement shall be fully adjusted (effective 9/1/70) to comply with those salaries set forth in "Schedule A" which is attached hereto. Salaries for 1971-72 shall be as specified on "Schedule B", effective 9/1/71.

B. Bonuses for co-curricular activities for 1970-71 shall be as hereafter negotiated between the parties; provided that the total amount of bonuses shall be increased by \$10,040.00 over the 1969-70 level. The \$10,040.00 shall be apportioned as agreed between new and existing positions. Any increases beyond that level for 1971-72 shall be as directed by Charles S. Sobol.

C. Definition of classes on the salary guides, definition of terms regarding salaries, initial salary, military service credit, experience credit and rules governing granting of increments shall be as per Schedule E.

#### ARTICLE XIII - TEACHER EMPLOYMENT

A. All teachers will be given tentative written notice of their class and subject assignments for the following school year at the earliest possible date but not later than May 30th. Such assignments shall be subject to change if circumstances warrant.

B. The Superintendent shall deliver to the Association by May 15th, a tentative list of positions expected to be available

for the following school year, at that time which may be changed if circumstances warrant. Thereafter, teachers who desire to apply for such openings may file written statement of such desire with the Superintendent on or before May 25th. The Board agrees that consideration shall be given to the desires of the teachers as so expressed in formulating assignments; provided, however, that nothing herein contained shall prohibit the Administration's exercise of its discretion in good faith in making teacher assignments.

C. Notice of an involuntary reassignment shall be given to the teachers affected as soon as practical.

D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher and his principal at which time the teacher shall be notified of the reason therefor. In the event the teacher objects to the transfer or reassignment at the meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting. The determination to transfer or re-assign shall not be subject to the grievance procedure.

#### ARTICLE XIV - PROMOTIONS

A. The Board agrees that there shall be as much advance notice as possible; (which, except in emergencies, shall be at least fifteen days notice) to the Association and its members of the availability of promotional positions. For the purpose of this agreement, promotional positions shall include positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility including but not limited to superintendent, principal, assistant principal, vice-principal, supervisor, administrative assistant, department supervisor, guidance director, coordinator and athletic director.

B. Teachers who shall desire to apply for such promotional positions shall submit an application in writing to the Superintendent which writing shall be kept on file by the Superintendent and given consideration in the filling of promotional positions and any similar positions as may be described in this said writing, until such writing may be requested to be withdrawn by the teacher filing it.

C. The Board agrees to consider the wishes of existing teachers in filling the aforesaid promotional positions, without limiting the Board's or administration's discretion in the final determination.

ARTICLE XV - EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING  
AND FEDERAL PROGRAMS -

A. All openings for positions in the evening school, summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article XIV of this Agreement.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field study, quality of teaching performance, attendance record, and length of service in the District; and when all other factors are subsequently equal, preference shall be given first to teachers who have taught the subject area and/or grade in question on a regular basis at any time during the preceding two (2) years. Teachers employed in the District shall have priority to such assignments before appointment to applicants from outside the District.

C. Compensation for all positions under this Article shall be at the following rates per hour:

1. Evening School - \$6.00, \$6.50, \$7.00
2. Summer School - \$6.00
3. Home Instruction - \$5.00
4. Summer Recreation - \$4.00
5. Summer Library - \$5.00

ARTICLE XVI - SCHOOL CALENDAR

A. The Board will consider the suggestions of the



Association concerning the vacations and holidays before adoption of the school calendar; provided, however, that the Board reserves the right to make final decision with respect to the school calendar.

B. The Board hereby agrees that the teacher work year shall be limited to:

- (a) All days when pupils are in attendance.
- (b) Two days for attendance at the New Jersey Education Association Convention.
- (c) Five additional days for orientation, closing and in service training.

It is acknowledged that for the school year 1970-71, the total number of days does not exceed 190.

For 1971-72, the total number of days will not exceed 188 for personnel with prior experience in the district.

#### ARTICLE XVII - TEACHING HOURS AND TEACHING LOAD

##### A. Teaching Load

1. The Board of Education agrees that the normal teaching assignment for teachers in this district shall be thirty (30) periods per week of pupil contact which shall include five (5) instructional assignments, one supervisory duty assignment per day and a homeroom, where necessary.

2. The Board affirms present policy in that generally teaching load assigned to staff members shall not exceed five (5) teaching periods, except in those instances where such assignment would result in an unbalanced load within any given department, or where utilization of the attached guideline chart (Schedule D) would permit other staffing efficiencies.

3. If there is necessity for any teacher to be assigned an additional teaching assignment the guideline chart will be consulted and followed in line with the provisions listed below:

- a) When possible and practical, no more than 25% of the teaching staff in any department are to be required to teach six (6) periods.
- b) When possible and practical, any six period assignment shall be made first on a voluntary basis and failing that on a rotating basis for one year.
- c) All efforts shall be made to limit participation in the six (6) period assignment to 25% of the staff and under no circumstances will more than one-third of the staff participate.

4. Those teachers assuming or assigned a sixth period shall be responsible for a maximum of thirty (30) assigned periods and may be assigned a homeroom, but will be required to assume no other instructional or supervisory duties. Teachers with a sixth period class shall assume a homeroom last, where possible.

5. The Board recognizes that wherever possible, multiple preparations should be limited. Wherever possible, efforts will be made to limit this number to two subject areas or two levels of the same subject. In some instances, however, more than two preparations will be required by problems in homogeneous scheduling, teacher certification, class size and total pupil assignment.

6. The Board agrees that the maximum number of pupils to be assigned to any teacher, regardless of the number of instructional periods assigned, shall be 150 per day. Additional pupils up to 10% may be assigned to individual teachers where required by circumstances, it being understood that the 150 limit shall be as firm as possible. No teacher shall have an academic English pupil instructional load in excess of 125 per day. This is existing practice. The same pupil instructional limit of 125 academic mathematics pupils per teacher per day will be budgeted by the Board for 1971-1972. The Board will take all reasonable steps to retain this item throughout the budget process. Teachers assigned such mixed academic non-academic loads in English and mathematics will receive total pupil instructional loads not in excess of 145 per day.

7. Work schedules shall provide a daily preparation period for each teacher. Said preparation period shall be utilized for professional preparation and growth. During this period, teachers will not be assigned any duties unless an emergency arises which affects safety, health and welfare of pupils and/or staff. Existence of an emergency to be determined by superintendent or principal.

8. It is the intention of the Board not to require teachers to teach continuously for more than four (4) periods (two periods where double periods are involved). It is recognized that this goal may not be achieved in all cases. Where it is not possible to so limit continuous teaching periods, a teacher may be requested to teach additional continuous teaching periods. Such requests will not be unreasonably refused.

9. Teachers shall have a daily duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

10. It is the policy of the Board to avoid assigning a teacher to substitute teaching assignments during the teacher's preparation period. Where circumstances do not permit obtaining a substitute teacher, full-time teachers may be assigned additional classes during their preparation period. Such assignments shall be made to qualified volunteers, selected by the Administration. Payment shall be made for such services as hereinafter provided. Where a teacher is required to teach during his preparation period, he shall be paid an amount equal to:

- (a) In the case of assignments to a homeroom period, 10 percent of a day's salary of the absent teacher;
  - (b) In the case of assignment to a class period, 15 percent of a day's salary of the absent teacher.
- For the purposes of this Article, a day's salary shall be equal to 1/200th of a teacher's annual salary.

The amounts so paid shall be deducted from the salary of the absent teacher where:

- (a) The absent teacher leaves school for any reason after the start of the school day; or
- (b) The teacher absent for sick leave or temporary leave of absence fails to give the notice required by this Agreement; or.

- (c) The teacher is absent ten minutes before any assigned period.

If an absence of a teacher is required by the school administration or a school program, the teacher absent from class shall not suffer any deduction. An absent teacher may, where sickness is the cause of an absence, elect to charge the time against accumulated sick leave provided the required notice has been given under Article VIII. In the event of such an election, only full days or half days may be so charged. A teacher called upon to substitute during his preparation period may elect to waive payment under this Article. If such a waiver is made, no deduction shall be made from the absent teacher.

11. Educators agree that class size is an important factor in the quality of education. The Board and the Association share this concern and both desire to reduce class size to the optimal educational size.

#### B. Teaching Hours

1. The arrival and departure times for all teachers shall be designated. However, their total in-school work day shall consist of not more than seven (7) hours and thirty (30) minutes, except as otherwise herein provided. Said work day shall include a duty-free lunch period.

2. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. In cases of emergencies involving the health and safety of students or teachers, additional

time may be needed.

3. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' school day, and shall be permitted to leave no later than thirty (30) minutes after the close of the pupils' day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end when the pupil busses have departed.

4. Teachers are to sign in time on arrival to school and sign out time when they leave for the day. In the event of an early departure, permission must be secured in advance from the Principal. An "Early Departure" form must be completed prior to the teacher leaving the building.

5. Except in emergencies, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

6. Room assignments should be given to Department Supervisor for review so that classroom changes can be minimized.

#### ARTICLE XVIII - TEACHER'S RIGHTS

A. The notice of and agenda for all General Faculty meetings shall be given to the teachers at least two (2) days prior to the meeting, except in the case of an emergency meeting. Teachers shall have the opportunity to suggest items for the agenda.

B. Teacher participation in co-curricular activities which extend beyond the regularly scheduled in-school day shall be

voluntary. Where no volunteers are available, the superintendent shall make assignments on a rotating basis, and such final assignments may be subject to the grievance procedure.

#### ARTICLE XIX - TEACHER EVALUATION

A. Teachers shall be evaluated only by persons appointed by the Superintendent and properly certified to supervise instruction. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher involved. Observations made for the purpose of a written analysis of a teacher's work performance shall involve continuous observation in the classroom for a period of at least twenty minutes.

B. A teacher shall be given the written analysis of any such observation within five days of the aforesaid evaluation. Upon request, a teacher shall be granted a conference to discuss such analysis. The written analysis shall be submitted to the teacher simultaneously with its presentation to the administration. A teacher shall have the right to submit a written answer to any analysis which shall be reviewed by the administration together with the analysis.

C. Any complaints regarding a teacher made to a member of the administration by any person will be promptly investigated and called to the attention of the teacher involved. A teacher shall be given an opportunity to respond to a complaint, shall have the right to be represented at any hearings held on such complaint.

D. A teacher shall have the right, upon written request, to review the contents of his personnel file and to be able to copy any such contents.

## ARTICLE XX - PROTECTION OF TEACHERS

A. Whenever any civil action has been brought or shall be brought against any teacher, for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Board shall defray the cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This sub-paragraph shall apply to the use of automobiles in the performance of personnel's duties; provided, however, that the use of such automobile shall have been authorized in writing in advance by the Superintendent.

B. Should any criminal action be instituted against any teacher for any act or omission arising out of the performance of the duties of such teacher and such proceeding is dismissed or results in a final disposition in favor of such teacher, the Board of Education shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

C. Whenever any teacher who is entitled to sick leave pursuant to this agreement is absent from his post or duty as the result of personal injury caused by accident arising out of and in the course of his employment, the Board shall pay such teacher full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave of the accumulated sick leave provided herein. Salary payments shall be made for absence during the waiting period and during the



period the teacher received or was eligible to receive temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced for the amount of Workman's Compensation award made for temporary disability.

D. During the time of suspension of a teacher pending charges he shall not receive pay; provided, however, that a Board hearing upon any charge leading to suspension shall be held within two (2) weeks of the suspension, and further provided that if the charges are found to be without merit, the teacher shall be reinstated with all accumulated benefits, and shall be reimbursed in the amount of pay withheld during the suspension. A decision following hearing shall be rendered within two (2) weeks.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed their seals hereto this 11<sup>th</sup> day of December, 1970.

BLACK HORSE PIKE REGIONAL SCHOOL  
DISTRICT BOARD OF EDUCATION

ATTEST:

Elaine Hall

By:

Joseph P. McMillan

BLACK HORSE PIKE EDUCATION ASSOCIATION

ATTEST:

James S. Snyder

By:

Joseph L. Hammer

signed by Board 12/21/70  
Richard C. Schram

12/7/70

# SCHEDULE 2

## 1970-71 TEACHERS SALARY GUIDE

Year of Employment	A	B	C-1	C-2	C-3	D-1	D-2	D-3	E
1	6,500	6,500	6,800	6,950	7,100	7,400	7,700	8,000	8,600
2	6,800	6,800	7,100	7,250	7,400	7,700	8,000	8,300	8,900
3	7,100	7,100	7,400	7,550	7,700	8,000	8,300	8,600	9,200
4	7,400	7,400	7,700	7,850	8,000	8,300	8,600	8,900	9,500
5	7,700	7,700	8,000	8,150	8,300	8,600	8,900	9,200	9,800
6	8,000	8,000	8,300	8,450	8,600	8,900	9,200	9,500	10,100
7	8,300	8,300	8,600	8,750	8,900	9,200	9,500	9,800	10,400
8	8,600	8,600	8,900	9,050	9,200	9,500	9,800	10,100	10,700
9	8,900	8,900	9,200	9,350	9,500	9,800	10,100	10,400	11,000
10	9,200	9,200	9,500	9,650	9,800	10,100	10,400	10,700	11,300
11	9,500	9,500	9,800	9,950	10,100	10,400	10,700	11,000	11,600
12	9,800	9,800	10,100	10,250	10,400	10,700	11,000	11,300	11,900
13	10,100	10,100	10,450	10,600	10,750	11,050	11,350	11,650	12,250
14	10,400	10,400	10,800	10,950	11,100	11,400	11,700	12,000	12,600
15			11,150	11,300	11,450	11,750	12,050	12,350	12,950

# SCHEDULE B

## 1971-72 TEACHERS SALARY GUIDE

Year of Employment	A	B	C-1	C-2	C-3	D-1	D-2	D-3	E
1	7,300	7,300	7,600	7,750	7,900	8,200	8,500	8,800	9,400
2	7,600	7,600	7,900	8,050	8,200	8,500	8,800	9,100	9,700
3	7,900	7,900	8,200	8,350	8,500	8,800	9,100	9,400	10,000
4	8,200	8,200	8,500	8,650	8,800	9,100	9,400	9,700	10,300
5	8,500	8,500	8,800	8,950	9,100	9,400	9,700	10,000	10,600
6	8,800	8,800	9,100	9,250	9,400	9,700	10,000	10,300	10,900
7	9,100	9,100	9,450	9,600	9,750	10,050	10,350	10,650	11,250
8	9,400	9,400	9,800	9,950	10,100	10,400	10,700	11,000	11,600
9	9,700	9,700	10,150	10,300	10,450	10,750	11,050	11,350	11,950
10	10,000	10,000	10,500	10,650	10,800	11,100	11,400	11,700	12,300
11	10,300	10,300	10,850	11,000	11,150	11,450	11,750	12,050	12,650
12	10,600	10,600	11,200	11,350	11,500	11,800	12,100	12,400	13,000
13	10,900	10,900	11,600	11,750	11,900	12,200	12,500	12,800	13,400
14	11,200	11,200	12,000	12,150	12,300	12,600	12,900	13,200	13,800
15			12,400	12,550	12,700	13,000	13,300	13,600	14,200

SCHEDULE C

APPLICATION FOR LEAVE  
PURSUANT TO ARTICLE IX - A.1

TO: SUPERINTENDENT OF SCHOOLS

The undersigned hereby applies to leave pursuant to  
Article IX, Section A.1 of the collective bargaining agreement  
between the Board and the Association dated , 1970.

Such leave is for the following indicated purpose:

-----Court Appearance

-----Paternity

-----Property Settlement

-----Marriage (employee  
or family)

-----Graduation (employee  
or family)

-----Other (explain)

Explanation: (to be used only where "other" is indicated reason)

\_\_\_\_\_  
Applicant

I hereby certify that this leave is requested for the purpose  
of fulfilling an obligation which cannot be reasonably met except  
during school hours.

\_\_\_\_\_  
Applicant

DATED:

Submit to Principal's Office

# SCHEDULE D

## CHECK GUIDE OF CLASS ASSIGNMENTS EXCLUSIVE OF NON TEACHING DUTIES

otal opt eaching salgrants	Number of Teachers and Individual Assignment														
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
4	4														
5	5														
6	6														
7	3	4													
8	4	4													
9	4	5													
10	5	5													
11	5	6													
12	6	6													
13	4	4	5												
14	4	5	5												
15	5	5	5												
16	5	5	6												
17	5	6	6												
18	6	6	6												
19	4*	5	5	5											
20	4*	5	5	6											
21	4*	5	6	6											
22	4*	6	6	6											
23	4*	4	5	5	5										
24	4*	5	5	5	5										
25	4*	5	5	5	6										
26	4*	5	5	6	6										
27	4*	5	6	6	6										
28	4*	6	6	6	6										
29	4*	5	5	5	5	5									
30	4*	5	5	5	5	6									
31	4*	5	5	5	6	6									
32	4*	5	5	6	6	6									
33	4*	5	6	6	6	6									
34	4*	5	5	5	5	5	5								
35	4*	5	5	5	5	5	6								
36	4*	5	5	5	5	6	6								
37	4*	5	5	5	6	6	6								
38	4*	5	5	6	6	6	6								
39	4*	5	5	5	5	5	5	5							
40	4*	5	5	5	5	5	5	6							
41	4*	5	5	5	5	5	6	6							
42	4*	5	5	5	5	6	6	6							
43	4*	5	5	5	6	6	6	6							
44	4*	5	5	5	5	5	5	5	5						
45	4*	5	5	5	5	5	5	5	6						
46	4*	5	5	5	5	5	5	6	6						
47	4*	5	5	5	5	5	6	6	6						
48	4*	5	5	5	5	6	6	6	6						
49	3*	5	5	5	5	5	5	5	5	6					
50	3*	5	5	5	5	5	5	5	6	6					

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
51	3*	5	5	5	5	5	5	6	6	6					
52	3*	5	5	5	5	5	6	6	6	6					
53	3*	5	5	5	5	6	6	6	6	6					
54	3*	5	5	5	5	5	5	5	5	5	6				
55	3*	5	5	5	5	5	5	5	5	6	6				
56	3*	5	5	5	5	5	5	5	6	6	6				
57	3*	5	5	5	5	5	5	6	6	6	6				
58	3*	5	5	5	5	5	6	6	6	6	6				
59	3*	5	5	5	5	5	5	5	5	5	5	6			
60	3*	5	5	5	5	5	5	5	5	5	6	6			
61	3*	5	5	5	5	5	5	5	5	6	6	6			
62	3*	5	5	5	5	5	5	5	6	6	6	6			
63	3*	5	5	5	5	5	5	6	6	6	6	6			
64	3*	5	5	5	5	5	6	6	6	6	6	6			
65	3*	5	5	5	5	5	5	5	5	5	5	6	6		
66	3*	5	5	5	5	5	5	5	5	5	6	6	6	6	
67	3*	5	5	5	5	5	5	5	5	6	6	6	6	6	
68	3*	5	5	5	5	5	5	5	6	6	6	6	6	6	
69	3*	5	5	5	5	5	5	6	6	6	6	6	6	6	
70	3*	5	5	5	5	5	5	5	5	5	5	5	6	6	6
71	3*	5	5	5	5	5	5	5	5	5	5	6	6	6	6
72	3*	5	5	5	5	5	5	5	5	5	6	6	6	6	6
73	3*	5	5	5	5	5	5	5	5	6	6	6	6	6	6
74	3*	5	5	5	5	5	5	5	6	6	6	6	6	6	6

\* Denotes Department Supervisor Teaching Assignment

The above does not take into consideration additional decrease in teaching assignment which involves allocated time for C-I-E, D.E., Secondary Coordinator and Audio Visual Coordinator.

AM/lr  
November 19, 1970

## SCHEDULE E

### Definition of Classes

- Class A For a teacher who does not hold a Bachelors Degree or its equivalent and who is employed as a School Nurse.
- Class B For a teacher who does not hold a Bachelors Degree or its equivalent and is not employed as a School Nurse.
- Class C1 For a teacher who holds a Bachelors Degree or its equivalent.
- Class C2 For a teacher who holds a Bachelors Degree plus 15 graduate credits.
- Class C3 For a teacher who holds a Bachelors Degree plus 30 credits
- Class D1 For a teacher who holds a Masters Degree in the subject area for which employed.
- Class D2 For a teacher who holds a Masters Degree plus 15 additional graduate credits.
- Class D3 For a teacher who has a Masters Degree and 30 additional graduate credits.
- Class E For a teacher who holds a Doctors Degree in the subject area for which employed.

### Definition of Terms

**Teacher** shall include any full time member of the professional staff, the qualifications for whose office, position or employment are such as to require him to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in this state, who holds a valid Permanent, Limited or Provisional Certificate appropriate to his office, position or employment.

**Employment Increment** shall mean an annual increment granted to a teacher for one year of employment

**Adjustment Increment** shall mean, in addition to an employment increment, an increase of \$300 granted annually as long as shall be necessary to bring a teacher, lawfully below his place on the salary scale according to year of employment, to his place on the salary scale according to year of employment.

**Masters Degree or its Equivalent** shall mean a Masters Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the Bachelors Degree in any college or university, whose graduate courses for the Masters Degree are acceptable to the State Board of Examiners for certification purposes.



Six Years of Training shall mean a Masters Degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, whose graduate courses for the Masters Degree are acceptable to the State Board of Examiners for certification purposes.

Doctors Degree shall mean a Doctors Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

Year of Employment shall mean employment by a teacher for one academic year in any public owned and operated school or other institution of learning for one academic year in this or any other state or territory of the United States.

School Year shall mean the period beginning September 1 of each year and ending June 30 of the following year.

Full Time shall mean the number of days of employment in each week and the period of time in each day required by the State Board of Education under rules and regulations prescribed for the purposes of this act, to qualify any person as a full time teacher.

#### Initial Salary

Whenever a person shall hereafter accept office, position or employment as a teacher, his initial place on the salary scale shall be at such point as agreed upon by the teacher and the employing Board of Education.

#### Military Service Credit

Every teacher who has served in active military service after July 1, 1940, shall receive credit for same.

Maximum credit for military service shall be four (4) years.

Military service credit is further interpreted as follows:

(1) A school year, September 1 to June 30, shall be considered as one full year.

(2) Time outside of the academic school year must be based on full calendar years to receive full credit.

Credit that is to apply must be substantiated by presentation of the Honorable Discharge and the Report of Separation from the Armed Forces of the United States. These must be recorded in the office of the superintendent prior to September 1 of each year.

#### Experience Credit

Credit for other "years of employment" may be granted in determining the initial salary upon employment

#### Rules Governing Granting of Increments

A. To receive a full increment, a teacher must have given satisfactory service in the opinion of the Superintendent, Principal and Department Head; subject to the approval of the Board of Education.

B. To be eligible for a full increment a teacher must have been a regularly employed teacher for the Board of Education during the previous year for at least one hundred school days.

C. The Board of Education reserves the right for inefficiency\* to decrease or omit the increment of any teacher for any year.

\*Inefficiency shall be defined as: (1) non-cooperation with the Board of Education, administration or other teachers, (2) insubordination, (3) injurious public relations, (4) a lack of effort or desire to do a good job of teaching students, (5) a lack of effort or desire to take care of assigned duties, (6) lack of effort or desire to participate in regularly

planned and scheduled professional activities including Parent-Teacher Association meetings.

D. Upon failure of the Board of Education to grant an increment to any teacher, such increment shall be deemed to have lapsed. The Board may, at its discretion, restore an increment previously withheld upon recommendation of the Superintendent.

E. If it is anticipated that graduate credits will be earned during the school year which will make the employee eligible for a higher salary scale, indication of same must be presented in writing to the Superintendent on or before November 1 of each school year to permit budgetary provision for such needs.

Evidence of satisfactory completion of such graduate credits must be submitted to the Superintendent by official transcript.

The deadline date for submitting evidence of satisfactory completion of graduate credit shall be September 1.

#### Contracts

A. It shall be the intent of the Board of Education to issue contracts immediately following public approval of the annual budget.

B. In the interest of the school, contracts, when offered, shall be either accepted or rejected within a three-day period.

#### Service Increment

To encourage continuity in service, to attain stability of staff and to give recognition to those whose interest in the community is attested by extended employment, an additional increment of <sup>\$150.00</sup> \$100 shall be given upon the completion of three years of continued service.

Similar increments of \$150 shall be granted after the sixth, ninth, twelfth and fifteenth year of continued service in this school district.